BANGALORE WATER SUPPLY AND SEWERAGE BOARD

CAUVERY BHAVAN, KEMPEGOWDA ROAD,
BANGALORE – 560 009

TENDER FOR THE WORK OF

PROVIDING PROJECT MANAGEMENT CONSULTANCY SERVICES FORPERFORMANCE BASED MODERNIZATION, REMODELING OF WATER SUPPLY SYSTEMS AND REDUCTION IN UFW UNDER CLR AND JOHNSON MARKET, DOMLUR AND MACHALIBETTA AND HALASURU SERVICE STATION AREAS LIMITS, REDUCTION OF NRW IN 4 DAMS OF JAYAMAHAL &RAMASWAMPALYA SERVICE STATION AREAS LIMITS AND FOR THE CONSTRUCTION OF 4 ML GLR AT SAGAYAPURAM,PULAKESHINAGAR WORK COMING UNDER EE(UFW)-2 DIVISION

Office of the Engineer-in-Chief
BANGALORE WATER SUPPLY & SEWERAGE BOARD
2nd floor, Cauvery Bhavan,
K G road, Bangalore 560009.
Telephone – 080 22945105
Telefax – 22945105

e-mail – eic@bwssb.gov.in
Website - www.bwssb.org

TENDER REFERENCE :	:	No. BWSSB/EIC/ACE(UFW)TA/2024-25 Dt
NAME OF THE WORK	:	Providing project management consultancy services for Performance based modernization, remodeling of water supply systems and reduction in UFW under CLR and Johnson market, Domluru and Machalibetta and Halasuru service station areas limits reduction of NRW in 4 dams of Jayamahal&Ramaswampalya service station areas limits and for the construction of 4 ml GLR at Sagayapuram,Pulakeshinagar work coming under EE(UFW)-2 division
LAST DATE AND TIME FOR RECEIPT OF TENDERS	:	Dtd: 20.03 .2025 at 1500 Hrs
PRE BID MEETING		Dtd: 12 .03.2025 at 1500 Hrs
DATE AND TIME OF OPENING OF TECHNICAL TENDERS	:	Dtd: 21.03.2025 at 1600Hrs
EARNEST MONEY DEPOSIT	:	**Rs.** 3,52,500/- The **EMD** shall be paid through KPP procurement.
PLACE OF OPENING OF TECHINCAL TENDERS	:	Office of the Engineer–in-Chief, BWSSB, 2nd floor, Cauvery Bhavan,K G road, Bangalore 560009. Telephone – 080 22945105 Telefax – 22945105
TIME AND DATE OF OPENING OF FINANCIAL TENDERS	:	Will be intimated to the qualified Tenderers
PLACE OF OPENING OF PRICE TENDER	:	Office of the Engineer–in-Chief, BWSSB, 2nd floor, Cauvery Bhavan,K G road, Bangalore 560009.
ADDRESS FOR COMMUNICATION	:	Office of the Engineer–in-Chief, BWSSB, 2nd floor, Cauvery Bhavan,K G road, Bangalore 560009.

CONTRACT DOCCUMENT REFERENCE		Quality and Cost Based Selection **(QCBS)** as per K/C-2

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SECTION 1 – INVITATION FOR TENDER

(Through Karnataka Public Procurement Portal)

IFT No: BWSSB/EIC/ACE(UFW)/12731/2024-25, Dt: 04.03.2025.

The Engineer In Chief invites tender from eligible tenderers, for the work of "Providing project management consultancy services for Performance based modernization, remodeling of water supply systems and reduction in UFW under CLR and Johnson market, Domluru and Machalibetta and Halasuru service station areas limits reduction of NRW in 4 DMAs of Jayamahal&Ramaswampalya service station areas limits and for the construction of 4 ml GLR at Sagayapuram,Pulakeshinagar work coming under EE(UFW)-2 division**"** detailed in the Table below. Tenderers are requested to submit their Tender through Karnataka Public Procurement Portal, EMD and details of their capability to undertake the tender (as detailed in ITT Clause -4 & 6) in Karnataka Public Procurement Portal. Price tender will be opened only if the consultant who qualifies the minimum qualification criteria specified in ITC for award of contract will be opened.

1. Tender documents may be downloaded through the **Karnataka Public Procurement portal** https://kppp.karnataka.gov.inin website only from **06.03.2025 to 20.03.2025**Interested Tenderers may obtain further information by accessing the same website.

2. Tenders must be accompanied by Earnest Money Deposit (EMD) specified for the work in the Table below. EMD will have to be in any one of the forms as specified in the tender documents and shall have to be valid for 45 days beyond the validity of the tender.

3. The last date and time for receipt of tenders in the Electronic tender box in website https://kppp.karnataka.gov.in is **20.03.2025** at **15:00 hrs.** The bids will be opened at the office on **21.03.2025** at**16:00 hrs**. If the bid opening day remains as public holiday, Bids will be opened on the next working day at the original stipulated time.

4. The other details can be seen in the tender documents.

No	Name of Work	Tender Processing Fees	Amount put to Tender	Bid Security Rs.	Period of completi

			Rs. in Lakh (Approx)	**in Lakh**	**on**
(1)	(2)	(3)	(4)	(5)	(6)
1	Providing project management consultancy services for Performance based modernization, remodeling of water supply systems and reduction in UFWunder CLR and Johnson market, Domluru and Machalibetta and Halasuru service station areas limits reduction of NRW in 4 DMAs of Jayamahal & Ramaswampalya service station areas limits and for the construction of 4 ml GLR at Sagayapuram,Pulakeshinagar work coming under EE(UFW)-2 division	To be specified by Karnataka Public Procurement portal	**234.99**	**3.53**	**24 Months**

5. Bid Security shall be paid only through **Karnataka Public Procurement Portal** only. The value of the bid Security is as mentioned in the table above in column no.05.

6. The cost of the tender document once paid will not be refunded.

7. Uploading of signed copy of technical proposal submission form.

8. Bangalore Water Supply and Sewerage Board reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.

9. For any additional information regarding the above tender, the firms who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours 10:30 hrs to 17:00 hrs.

Office of the Engineer–in-Chief
BANGALORE WATER SUPPLY & SEWERAGE BOARD
2nd floor, Cauvery Bhavan,

K G road, Bangalore 560009.
Telephone – 080 22945105
Or **visit Website** https://kppp.karnataka.gov.in

10. List of documents to support qualification of bidder is to be uploaded to the Karnataka Public Procurement portal website https://kppp.karnataka.gov.in

11. Other details can be read from the tender documents

EIC
BWSSB

SECTION 2 – INFORMATION TO CONSULTANTS

1. INTRODUCTION

1.1. The Client named in the "Data Sheet" shall select a firm from amongst the Consultants who have submitted a complete Technical Proposal and Financial Proposal in accordance with the method of selection indicated in the Data Sheet.

1.2. The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3. The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several stages, the performance of the consultant under each stage must be to the client's satisfaction before work begins on the next stage.

1.4. The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment, consultants are encouraged to pay a visit to the Client specified in the Data Sheet before submitting a Proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5. The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed if any to carry out the services and make available relevant project data and reports.

1.6. Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7. The Client expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1. Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

a. A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates Consultants or any of their affiliates in India shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2. As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8. It is GOK's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

a. defines, for the purposes of this provision, the terms set forth below as follows:

i. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive GOK of the benefits of free and open competition.

b. will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.

c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

d. will have the right to require that, GOK to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9. Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (d).

1.10. The Consultants shall be aware of the provision on fraud and corruption stated in the standard Contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Consultants may request a clarification of any item of the RFP document up to the date and time indicated in the KPPP before the Proposal submission date. Any request for clarification must be sent in writing by KPPP only. The Client will respond to such requests and will upload the response (including an explanation of the query but without identifying the source of inquiry) in the Karnataka Public Procurement Portal.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through corrigenda/ addenda. Such Corrigendum/ Addenda shall be uploaded only on the Karnataka Public Procurement Portal and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

3.1. Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a consultant considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this Assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the client to enter into a Joint Venture with consultants not invited for this assignment.

(ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the consultant.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the Consultant or have an extended and stable working relation with it.

(iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

(v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and Consultant's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D).

(iv) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.

(vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet. 3.5 The Technical Proposal shall not include any financial information.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff , and (b) reimbursables such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 Consultants shall express the price of their services in Indian Rupees.

3.8 The proposals must remain valid for 90 days after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

4.1 The original proposalshall be prepared and submitted through KARNATAKA PUBLIC PROCUREMENT PORTAL.

4.2 An authorized representative of the consultant initials all pages and the complete Proposal shall be uploaded / submitted on KARNATAKA PUBLIC
PROCUREMENT PORTAL.

4.3 The proposalmust be submitted with all pages numbered serially

and official seal on the pages along with an index of submissions.

4.4 Consultant's completed proposalmust be submitted on or before the date and time stated in the Data Sheet.

4.5 Deleted

4.6 Deleted

5. PROPOSAL EVALUATION

General

5.1 In Technical Evaluation, firms securing the minimum qualifying marks mentioned in of the RFP will be eligible for Financial evaluation.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

5.3 The Engineer In Chief, BWSSB shall carry out its evaluation applying the evaluation criteriaand points system specified in the data sheet Each responsive proposal shall be attributed a Technicalscore(St.) A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score of 75% indicated in the Data Sheet.

Financial Proposal–Part 2

5.4 After the evaluation of Technical Proposal is completed, the Client will notify the consultantswho have qualified, indicating the date and time set for opening the Financial Proposals .Theopening date should allow Consultants sufficient time to make arrangements for attending the opening. The notification will be sent by procurement portal only.

5.5 The Financial Proposalsshall be opened through **Karnataka Public Procurement Portal** in the presence of the consultants' representatives who choose to attend. The name of the consultant and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.6 The financial proposals will be corrected for any computational errors. When correcting computationalerrors, in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantifiedin the Financial Proposal differently from the TechnicalProposal, the evaluation team shall correct the quantificationindicated in the Financial Proposal so as to make it consistentwith that indicated in the Technical Proposal, apply the relevant unit price included in the Financial

Proposal to the correctedquantityand correct the total Proposal cost.

5.7 The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: S S = t × T% + Sf × P% . The Consultant achieving the highest combined technical/ financial score will be invited for negotiations.

6. NEGOTIATIONS

6.1 Negotiations will be held through KPPP. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the consultant may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the Consultant whose proposal received the second highest score to negotiate a contract.

7. AWARD OF CONTRACT

7.1 After completion of negotiations with the consultants, the Client shall award the Contract to the selected Consultant. Notification on Award of Contract for the Consultant will be made in writing to the successful Bidders by BWSSB.

7.2 The successful firm with whom the Contract is signed is expected to commence the assignment on the date and at the location specified in the datasheet.

8.CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

8.2 Procurement Related Complaint: The procedures for making a Procurement-related Complaint are as specified in the Data Sheet.

Clause ref	Particulars	Details
1.1	Name of the client	Bangalore Water Supply and Sewerage Board
	Method of selection	Quality and cost based selection (QCBS),
1.2	Technical and financial proposals are requested	Yes
	Name of the assignment	Providing project management consultancy services for Performance based modernization, remodeling of water supply systems and reduction in UFW under CLR and Johnson market, Domluru and Machalibetta and Halasuru service station areas limits reduction of NRW of 4 DMAs in Jayamahal & Ramaswampalya service station areas limits and for the construction of 4 ml GLR at Sagayapuram,Pulakeshinagar work coming under EE(UFW)-2 division
	Objective of the assignment	Refer TOR.
	Description of the assignment	As per TOR
1.3	Assignment is phase	As per TOR
1.4	A pre-proposal	Yes, pre-bid meeting as scheduled in KPPP.

	conference will be held	
	Date, Time & Venue	Please refer the KPPP.
	Name, Adress and Telephone numbers of the client's officials	Office of the Engineer–in-Chief, BWSSB, 2nd floor, Cauvery Bhavan,K G road, Bangalore 560009. email: eic@bwssb.gov.in. Tel Ph : 08022945105
1.5	Client will provide the Following inputs	Office space
1.7.2	The Client envisages the need for continuity for downstream work	No
1.1.8	The clauses on fraud and corruption	As per sub clause 2.7.1 of GCC
2.1	Clarifications may be requested upto	As per the clarification date specified in the KPPP.
2.2	Adress for requesting Clarification	Only through KPPP.
3.1	Proposals should be submitted in the following language(s)	English
3.3	i.Shortlisted consultant may associate with other shortlisted consultant	NO
	ii.The estimated number of key professional staff months required for the assignment is	As per TOR
	iv.The minimum required experience of proposed key professional staff is:	As per TOR
	vi.Reports which are part of the assignment must be written in the	English

	following language	
3.4	vii. Training is an important feature of this Assignment	No
	viii. Additional Information in the Technical Proposal includes	As detailed in TOR
3.10	Proposals must remain valid 90 days after the submission date i.e Until	90 days
4.3	Consultants must submit an original and ____ [Number] additional copies of each proposal.	The proposal should be submitted through KPPP only
4.4	The proposal submission address is:	Through KPPP only
	The information on the outer envelope should also include	Through KPPP only
4.5	Proposals must be submitted no later than the following date and time	Through KPPP only
5.1	The address to send information to the Client is:	Through KPPP only
5.3	The number of points to be given under each of the evaluation criteria are	**I. <u>Specific Experience Criteria:- 10 marks.</u>** 1. The Firm shall have a minimum annual turnover of Rs.2.35 Cores in minimum 2 years of the last five years. Documentary proof in the form of attested balance sheet for last 5 years (From 2019-20 to 2023-24) shall be submitted. 2. a. The Consultant should have experience in Project Management Services (including Construction Supervision) of water supply improvement projects including Network Designing, NRW assessment etc in a city covering an area of more than 100 sqkm or 50000 consumer connections in last 5 years. b. Consultancy Firm must have implemented/commissioned, project of At least 1(one) work water supply project in last five years of total project cost not less that Rs 160 Crores and having more than 200 km distribution pipeline replacement works.

c. The Consultant should have experience in Project Management Services(including Construction Supervision) and Design of at least one GLR of 4 MLD and above. The PMC shall have designed and issued structural drawing and supervision of GLR not less than 4 ML capacity in last 5 years.

II. Adequacy of the proposed work plan and methodology in respondingto the TOR

a)	Methodology	10
b)	Work plan and Innovative solutions for speedy project completion	10
c)	Organization chart and Manning Schedule	5
	Sub Total	**30**

III. Qualifications and competence of the key professional staff for the Assignment — 60 Points

a) General Qualifications	
• Professional Qualifications	10%
• Length of Experience and Positions held	20%
Sub Total	**30%**
b) Adequacy for the Assignment	
• Adequacy for the assignment	60%
Sub Total	**60%**
c) Experience in region & language	10%
Grand Total	**100 %**

Sub Table 2 – Weightage of Points for Qualification and Experience of Key Personnel likely to be deployed

S. No	Key Personnel/ Experts	Points
1	Team Leader	15
2	Design Engineer – Structural	10
3	UFW Specialist	10
4	Site Engineer (Civil)	7.5
5	Site Engineer (Mechanical)	7.5
	Sub Total	**50**
	Grand Total	**100**

		• The minimum technical score required to pass is : 75 Points
5.8	The formula for determining the financial scores is the following:	[Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F the price of the proposal under consideration]
	The weights given to the technical and Financial Proposals	Quality-Cost Ratio: 80: 20. (Weight age for technical proposal evaluation is 80% and that for financial proposal is 20%)
6.1	The address for negotiations is	Office of the Engineer–in-Chief, BWSSB, 2nd floor, Cauvery Bhavan,K G road, Bangalore 560009. email: eic@bwssb.gov.in. Tel Ph : 08022945105
7.2	The Assignment is expected to commence on	Will be intimated through of LOA

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal submission form.

3B. Consultant’s references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Time schedule for professional personnel.

3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

From (Name of Consultant) To: (Name and Address of Client)

_____

_____

_____

_____

_____

Sir,

Subject: Providing project management consultancy services for Performance based modernization, remodeling of water supply systems and reduction in UFW under CLR and Johnson market, Domluru and Machalibetta and Halasuru service station areas limits , reduction of NRWin 4DMAs ofJayamahal&Ramaswampalya service station areas limits and for the construction of 4 ml GLR at Sagayapuram,Pulakeshinagar work coming under EE(UFW)-2 division

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated _____(Date), and our Proposal. We are hereby submitting our Proposal, as per RFP requirements.

If negotiations are held during the period of validity of the Proposal i.e. before (Date) we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive we remain,
Yours sincerely,

Authorized Signature

Name and Title of Signatory:

Name of Firm:
Address:

3B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Professional Staff Provided by Your Fi</td></tr>
<tr><td colspan="2">Name of Client & address:</td><td>No. of Staff:</td></tr>
<tr><td rowspan="2">Start Date (Month/Year)</td><td rowspan="2">Completion Date (Month/Year)</td><td>No. of Staff-Months:</td></tr>
<tr><td>Approx. Value of Services (in Current INR)</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>Number of months of professional staff provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff involved & functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Firm's Name: _____

Note: For claiming experience of projects undertaken as mentioned in the qualification criteria, copy of proof of experience must be enclosed.

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.
2.
3.
4.
5.

On the data, services, and facilities to be provided by the Client

1.
2.
3.
4.
5

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided in to the following three chapters:

Technical Approach and Methodology, Work Plan, and Organization and Staffing,

Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form.

Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Key & Non-key Experts:

Sl. No	Name	Position	Task
1 2 4			

2. Support Staff

Sl. No.	Name	Position	Task
1 2 3			

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position:

_____

Name of the firm:

_____

Name of Staff:

_____

Profession:

Date of Birth:

_____

Years with Firm / Entity: _____ Nationality: _____

Membership in Professional Societies:

_____

_____

Detailed Tasks Assigned:

_____

Key Qualifications: _____

(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and location. Use about half a page)

Education:_____

(Summarize College / University and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page)

Employment Record: _____

(Starting with present position, list in reverse order every employment held. List all positions held by staff members since graduation, giving dates, name of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references. Where appropriate. Use about three-quarters of a page)

Languages:

_____

(for each language indicate proficiency: excellent, good, fair, or poor, in speaking, reading and writing)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications and my experience.

_____ Date: _____

(signature of staff member and authorized representative of the firm) Date / Mon / Year

Full name of staff

Member: _____

Full name of authorized representative of
Firm: _____

3G: TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl.No.	Name	Position	Reports Due/Activities	Month wise Program (in the form of Bar Chart) [1st,2nd,etc.,are months from the start of assignment]			
				1st	2nd	3rd	Number of Months
1							Subtotal(1)
2							Subtotal(2)
3							Subtotal(3)
4							Subtotal(4)
-							-

Full-time: _____Part-time:_____
Reports Due: _____
Activities Duration: _____

Signature:
(Authorized Representative)
Full Name:
Title:
Address:

Note: The Schedule should be for the period of completion of assignment

3H. ACTIVITY (WORK) SCHEDULE

N°	Activity[1]	**Monthswise** Program (in form of Bar chart)++ [1st, 2nd etc are month from the start of assignment]												
		1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**n**
1														
2														
3														
4														
5														
n														

++ The program should be for the period of completion of assignment.

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal submission form.

4B. Summary of costs.

4C. Breakdown of costs

4A. FINANCIAL PROPOSAL SUBMISSION FORM

FROM: (Name of Consultant)

TO: (Name and Address of Client) _____

_____ _____

Ladies/Gentlemen:

Subject: Hiring of Consultants' Services for ----------

---------- Financial Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (technical and Financial Proposals).

Our attached financial proposal is for the sum of [Amount in words and figures]. Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Consultant:

Address

Note: The financial proposal should not be disclosed in the technical proposal, if so the tender will be technically non-responsive. GST is not applicable as this is a service tender.

4B. SUMMARY OF COSTS

Sl No.	Description	Amount in Rs.
1	Remuneration for Key & Non key experts	
2	Supporting Staff	
3	Transportation	
4	Office Supplies	
5	Submission of report with documentation	
6	Geotechnical/survey	

4C. BREAKDOWN OF COSTS (RS)

I REMUNERATION FOR STAFF

No.	Position	Name	Rate* (Rs.) **	Staff Month	Amount (Rs)
Key Evaluated Experts					
Sub Total					
Non-Key Evaluated Experts					
Sub-Total					
Total					

II Support Staff

Sl NO.	**Position**	**Name**	**Staff Month**	**Billing Rate**	**Amount in Rs.**
Total					

	(The cost will be paid, as per the Section 4)					
1	Transportation, & office supplies,Reimbursement Software Report and Document Printing					
2	Cars		2	24		
3	Office suppliers/Communication		1	24		
4	Annual license software Water gems		1	1		
5	Annual license software Auto Cad		1	1		
6	Monthly Progress Report		8	24		
	Completion report/Both Hard copy and soft copy(Hard Drive)		8	1		
	Sub-Total					

Reimbursable expenditure indicated as below will be paid

SECTION 5

Terms of Reference for Providing the Project Management Consultancy Services

Terms of Reference (TOR) of the consultancy services

1. Background and Objectives of the Project

- Core area of Bangalore is well spread over 225 Sq Km.
- The pipe lines in this area was laid about 60 to 70 years back with 'Cast Iron, lead joint' pipeline for distribution lines and 'PSC' pipelines for feeder mains.
- The 'House Service Connections' are mostly of G.I. Pipe aged more than 40 to 50 years which are corroded and leaking.
- These lines are aged and susceptible for leak. there is a need to replace these lines by D.I./M.S. pipes and 'HSC' by CPVC/MDPE Pipe to reduce the leakage.
- There is almost 4800 Kms of pipeline network with 5.5 lakh connections in 225 Sq km area (Core area).
- The UFW contract was taken up under 'JICA Funding' in the year 2013-2023 for 132.50 Sq km area with partial replacement of pipes which are less than 100mm dia along with HSC.

(2) Objectives of the Project

Reduction of UFW and improvement to distribution system inCLR and Johnson Market ,Domlur and Machalibetta and Halasuru Service station areas limits and in Jayamahal, RamaswampalyaService station areas and construction of 4 ML GLR at Sagayapram, Pulakeshinagaralong with other related works

(3) Location of the Project

The Project area covers the jurisdiction of BWSSB (Bangalore Water Supply and Sewerage Board) like CLR and Johnson Market ,Domlur and Machalibetta and Halasuru Service station areas limits and in Jayamahal, Ramaswampalyaand Sagayapram, Pulakeshinagar

(4) Objective of the Consulting Service

The consulting services shall be provided by consulting firm (hereinafter referred to as "the Consultant") with Guidelines for the K/C-2, KTPP ACT 2001. The objective of the consulting services is to achieve the efficient and proper preparation and implementation of the Project .

5. Scope of the Consulting Service

a) On award of work, scrutinize the technical data sheets submitted by the contractor and furnish comments.
b) Study the detailed working drawings for all aspects of the pipeline prepared by contractor and offer comments and approve for execution
c) The survey drawings, DMA drawings hydraulic discretion reports submitted shall be reviewed and submitted for approval.
d) Review of Stage wise Structural drawings, concrete works, test reports, design of steel, electrical and,mechanical related works along with pipeline works etc shall be reviewed and submitted for approval
e) Supervision of work carried out by contractor for 24 months
f) Provide commissioning supervision for certification.
g) Review and submission of monthly progress report.
h) Daily monitoring of site activities with respect to DMA formation, pipeline, testing commissioning, HSC' CWMs delinking of existing network.
i) Supervision of day-to-day site safety activities.

Project Monitoring, consisting of

1. Analyse, design the construction drawings (Civil Electrical, Mechanical and Instrumentation) for all aspects of the Pipeline works & allied works furnished by the contractor and the offer comments and to recommend BWSSB to approve for execution.
    - issuing of pipeline network drawings, UFW specialist,
    - Pipeline alignment, pump house drawings verification and submitted for approval
    - construction drawings of thrust block, HSC, anchor block ,valve chamber etc
    - monitoring of day to day site activities, quality check etc.

2. Analyse, design the construction drawings (Civil Electrical, Mechanical and Instrumentation) for all aspects of the Pipeline works , GLR & allied works furnished by the contractor and the offer comments and to reconnected BWSSB to approve for execution.

- On review of survey drawings and issue of GFC drawings with respect to water supply network
- 4 ML GLR capacity structural/electrical/mechanical issued drawings for approval
- Pipeline alignment, pump house drawings for approval
- Monitoring of as built drawing for approval

3. Assist the Employer and Engineer in carrying out construction supervision, progress monitoring, quality control, testing, test check of invoices, resolution of claim, change in design, and taking over, and safety management of the work.
4. Inspect mechanical and electrical equipment at manufacturers works as and when required and submit an acceptance/rejection report for considerations of BWSSB engineers who will also witness such equipment inspection along with consultant's inspection engineer (s).
5. Prepare project schedule and render necessary assistance to BWSSB in monitoring the project.
6. Issue of Structural drawing & submission of design and civil/Electromechanical OHT design and drawing, Pump capacity and complete for 4 ML G

7. The Qualification and Experience Required for Key Staff

Sl. No.	Position	Qualification	Role and Responsibility	Relevant Experience	Total Man months
A	Team Leader Cum Hydraulic Specialist/Network Engineer	BE Civil, Environmental, M.E. / M. Tech in Hydraulic Water Resource/Environmental Engineering with minimum 10 years of experience	1.Appraisals of sub projects of pipeline works 2.Oversee contract management and performance monitoring of the contracts 3.Ensuring the construction activities are implemented as per design in field 4.Assist in preparation of Project completion Report	10 Years	24
B	Design Engineer	BE Civil and PG in Structural & Hydraulics with	1.Design of pipeline drawings 2. Design of GLR and	7 years	12

		minimum 7 years of experience	civil structures		
C	UFW Specialist	BE Civil/ Environmental. / Mechanical with minimum 10 years of experience.	1. Ensures the Unaccounted Flow of Water report	10 Years	18
D	Site Engineer Civil-2 Nos-performance	BE in Civil engineering with minimum 5 years of experience in construction supervision works	1Responsible for site supervision, quality assurance and administration of the contract under the project for the assigned sub projects. Contract Management and Performance monitoring of the contractors.	5 Years	48
E	Site Engineer Civil 4 DMA	BE in Civil engineering with minimum 5 years of experience in construction supervision works	Responsible for site supervision, quality assurance and administration of the contract under the project for the assigned sub projects. Contract Management and Performance monitoring of the contractors.	5 Years	6
F	Site Engineer Civil GLR	BE in Civil engineering with minimum 5 years of experience in construction supervision works	Responsible for site supervision, quality assurance and administration of the contract under the project for the assigned sub projects. Contract Management and Performance monitoring of the contractors.	5 Years	18
G	Site Engineer Mech	BE in Mechanical engineering with minimum 5 years of experience in	Responsible for site supervision, quality assurance and administration of the contract under the	5 Years	10

		construction supervision works	project for the assigned sub projects. Contract Management and Performance monitoring of the contractors..		
H	Site Engineer Electrical	BE in Electrical engineering with minimum 5 years of experience in construction supervision works	Responsible for site supervision, quality assurance and administration of the contract under the project for the assigned sub projects. Contract Management and Performance monitoring of the contractors.	5 Years	7
I	Safety Engineer-2 nos	Diploma in safety Engineering or BE Civil -5 years	Responsible for safety site supervision, quality assurance and administration of the contract under the project for the assigned sub projects. Contract Management and Performance monitoring of the contractors.	5 years	48

Support Staff Man-months for the Entire Project duration

Sr. No	Position	No of Staff	Total No of Man-months
1	CAD Operator	1	24
2	Office Boy	1	24

Above are the minimum staff requirement. However, for delivering the TOR, execution, etc., shall be the responsibility of the consultants without any additional cost implications.

1. Reporting

- Within the scope of consulting services, the Consultant shall prepare and submit reports and documents (hard copies draft and final of number of copies as indicated in the table below) The Consultant shall provide electronic copy of each of these reports.
- Consultants should support the client with multi-media videos, presentations and other activities related to the project.
- All the review meetings held with employer along with various contractors should berecorded by the consultant and the proceedings need to be drawn and documented.

SECTION VI:

CONTRACT FOR CONSULTANT'S SERVICES

between _____

[Name of Client] and

_____

[Name of Consultants]

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I. FORM OF CONTRACT

This CONTRACT (herein after called the "Contract") is made the day of the month of , 2024 , between, on the one hand, (hereinafter called the "Client") and, on the other hand, (hereinafter called the "Consultants").

*[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows*:
".. .(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities,

each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, and (hereinafter called the "Consultants.")"]

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (herein after called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties here to hereby agree as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract(hereinafter called "GC");

(b) The Special Conditions of contract (herein after called "SC");

(c) The following Appendices:

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-consultants

Appendix D: Duties of the Client

Appendix E: Cost Estimate

Appendix F: Form of Guarantee for Advance Payments- Not applicable

[*Note: If any of these Appendices are not used, the words* "Not Used"*should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.*]

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF [NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONSULTANT]

By
(Authorized Representative)

[***Note****: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner*:]

FOR AND ON BEHALF OF EACH OF THE MEMBERS OF THE CONSULTANTS

[Name of Member]

By
(Authorized Representative)

[Name of Member]

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6.

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupee;

(h) "Member," in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC 4.2 (a);

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

(m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) "Third party" means any person or entity other than the Government, the Client, the Consultants, or a Sub-consultant.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC

1.7 Taxes and Duties

The Consultants, Sub-consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as maybe specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuanttoClause2.7,this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, 'Force Majeure' means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension:

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this

contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Consultants, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts

in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except:

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) the Consultants' obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause GC3.5 (ii) hereof; and

(iv) any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.8 and GC 3.9.

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client)):

(a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;

(b) reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

(c) except in the case of termination pursuant to paragraphs (a) through (b) of Clause GC 2.7.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.7.6 **Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.7.1 or in Clause GC 2.7.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Consultants

3.1 **General**

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.2 **Conflict of Interests**

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 **Procurement Rules of Funding Agencies**

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 **Consultants and Affiliates Not to engage in Certain Activities**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 **Prohibition of Conflicting Activities**

The Consultants shall not engage, and shall cause their Personnel as well as their Subconsultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in GOK which would conflict with the activities assigned to them under this Contract; and (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultants The Consultants (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-

consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.

3.5 Accounting, Inspection and Auditing The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.6 **Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Subconsultant and its Personnel pursuant to this Contract; and

(b) appointing such members of the Personnel as are listed in Appendix C ("Consultants' Subconsultants' Key Personnel") merely by title but not by name; (c) any other action that may be specified in the SC.

3.7 **Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.8 **Documents Prepared by the Consultants to be the Property of the Client**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.9 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

4. **Consultants' Personnel and Sub-consultants**

4.1 **General**

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.

4.2 **Description of Personnel**

(a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.

(b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of

engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract.

4.3 **Approval of Personnel**

The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4 **Working Hours, Overtime, Leave, etc.**

(a) Working hours and holidays for Key Personnel are set forth in Appendix C.

(b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the

Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 **Removal and/or Replacement of Personnel**

(a Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 **Resident Project Manager**

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. **Obligations of the Client**

5.1 **Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.**2** **Access to Land**

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

5.3 Services, Facilities and Property of the Client The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.4 **Payment**

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. **Payments to the Consultants**

6.1 Cost Estimates; Ceiling Amount

(a) An estimate of the cost of the Services payable in local is set forth in Appendix E.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.3, 5.4 hereof, the Parties shall agree that additional payments, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 **Remuneration and Reimbursable Expenditures**

(a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GC 6.2(c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.

(b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing) at the rates referred to, and subject to such additional provisions as are set forth, in the SC.

(c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SC 6.2(c).

6.3 **Currency of Payment**

All payments (Remuneration and Reimbursable) shall be made in Indian Rupees

6.4 Mode of Billing and Payment Billing and payments in respect of the Services shall be made as follows:

(a) The Client shall cause to be paid to the Consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount specified in the SC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix F hereto or in such other form as the Client shall have approved in writing.

(b) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials (wherever the reimbursable expenditure is as per actual), of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Each monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.

(c) The Client shall cause the payment of the Consultants within sixty (60) days after the receipt by the Client of bills with supporting documents (if required). Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the rate specified in

the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

(d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

(e) All payments under this Contract shall be made to the account of the Consultants specified in the SC.

7. **Settlement of Disputes**

7.1 Amicable Settlement The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

7.2 **Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party

for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause A	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
[1.1 (h)	The Member in Charge is not applicable for this Contract.
[1.4	The addresses are: **Client:Engineer -In Chief** Bangalore Water Supply & Sewerage Board (BWSSB) 2nd Floor, Cauvery Bhavan, Kempegowda Road Bengaluru-560009 Contact Person: Designation: _____ E-mail: _____ Phone: _____ **Consultants:** _____ _____ _____ Contact Person: Name: Designation: E-mail: Phone: _____
[1.4.2	Notice shall be deemed to be effective as follows: (a) in the case of personal delivery or registered mail, on delivery; (b) in the case of e-mail, 24 hours following confirmed transmission;
[1.6	The Authorized Representatives are: For the Client: Engineer-In-Chief For the Consultants: _____ _____ [Note: Fill in the Blanks]

[1.7.1 As this a service tender GST is not applicable. The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[2.1 The effectiveness of contract shall be on the date- Execution of Agreement and Issue of Work order.

[2.2 The time period shall be immediately against issue of work order.

[2.3 The time period shall be 30 days after actual date of completion of contract.

[3.4 The risks and the coverages shall be:

(a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy;

(b) Third Party liability insurance, with a minimum coverage for Rs. 10 lakh for the period of Consultancy;

(c) Professional liability insurance with a minimum coverage equal to estimated remuneration and reimbursable.

(d) Client’s liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate and;

(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents

prepared by the Consultants in the performance of the Services.

(f). Except JV /consortium, sub-consulting is not allowed.

3.6(c) The other actions are:

Deleted

(c) The key evaluated personnel's should intimate the client in writing and obtain permission before availing the leave or leaving the head quarters.

3.8 The Client is entitled to use the documents both workable electronic and printed formats prepared by the Consultant under this Contract for other projects without permission of the Consultant.

4.3 (a) Approval of the client for any replacements/removal is mandatory.

4.5(d) Replacement during execution period shall not be permitted other than natural calamities like, death or sever health issues. In such cases only penalty of 5% on each replacement will not be charged.

(f) Client is having all the rights to instruct for replacement of key person, if the performance is not matching with the standards and also in case of violation of standard ethics.

4.6 The person designated as resident Engineer in shall serve in that capacity, as specified in Clause GC 4.6.

6.1(b) The ceiling amount of contract is: _Rs._____]

6.2 (a)Adjustment of remuneration:

The rates set for the in Appendix E does not affect till 24 + 6months, beyond this period price escalation at prevailing rates (discretionary power Employer) will be considered.

6.4(a) Deleted, No Advance payment

6.4(e) The account is:----------]

7.2 Disputes shall be settled by arbitration in accordance with the

following provisions.

- If any dispute arises between the parties in connection with, or arising out of, the Contract or the execution of the works shall be adjudicated by the DBA comprising of 3 members constitute by:

  a) Additional Chief Engineer, BWSSB as Employer representative,

  b) The “Consultancy”, and

  c) The “Member” third party who is being identified/nominated jointly by both Employer and Contractor.

  If either party is dissatisfied with the DAB’s decision, then either Party may, within 28days after receiving the decision, give Notice to the other party of its dissatisfaction. If the DAB fails to give its decision within period prescribed, then either party may, within 28 days after this period has expired, give Notice to the other Party of its dissatisfaction. Then only the procedure of 4.2 shall be initiated.
- The procedure for arbitration shall be as follows:

  (a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)

  (b) Arbitration proceedings shall be held at ***Bangalore***, Karnataka, India

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

- Selection of Arbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, New Delhi, for a list of not fewer than five nominees. Upon receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each

appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the Secretary, the Indian Council of Arbitration, New Delhi.

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

8.0 The successful Consultant shall furnish performance security of 5% of the contract value in the form of Bank guarantee and the same will be returned only after successful completion of the Assignment. Bank Guarantee shall be issued there by a nationalized bank /schedule bank payable at Bangalore.

9.0 Working days- Construction team should work along with working days of employer including all Saturdays & the design team should work on all working days of BWSSB, and as per the requirement of employer to complete the project.

Eligibility Criteria:

To Qualify for award of this contract, the consultant in its name should have in the last five years i.e

1. The Firm must have an office in India, operating for minimum last 10 Years and should be registered under Indian companies Act. 1956. (certificate of incorporation and PAN Card must be furnished with technical proposal)
2. The Firm must have an ISO:9001 certification. (A copy of the certificate must be furnished with Technical Proposal)

3. The firm should not have been blacklisted by any government / Non Government / Private agencies/organizations/institutions and funding agencies as on date of submission of this bid**.**
4. The experience and financial capability of parent company shall not be considered in case of any Indian subsidiary.
5. Bidders are not allowed to form Joint venture or Consortium with other bidders.
6. Subletting/ subcontracting of any part of design work is not permitted.
7. Firm having worked in this region is desirable.
8. Experience of personnel in consultancy organizations shall only be considered.
9. Experience of the permanent personnel who are with the firm for not less than 12 months shall be preferred.
10. Firms should have a well-established office in Bangalore. Documentary proof shall be submitted along with Bid
11. The consultants shall be registered and working / worked with BWSSB or any other Water Boards in India in similar projects. Documentary proof shall be submitted along with Bid
12. The company should not be a loss making in last 5 years (2019-20 to 2023-24). Documentary proof -shall be submitted along with Bid

IV. APPENDICES

Appendix A: Description of the Services

[Gives detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Appendix B: Reporting Requirements

[List format, frequency, contents of reports, and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable"]

Appendix C: Key Personnel and Sub-consultants

[List under: C-1 Titles (and names, if already available), detailed job descriptions, minimum qualifications, experience of Key Personnel to be assigned to work, and staff-months for each.

Appendix D: Services and Facilities to be provided by the client

[List here under: F-1 Services, facilities, and property to be made available to the Consultants by the Client.]

Appendix E: Cost Estimate in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump sum price:

1. *Monthly rates for local Personnel (Key Personnel and other Personnel)*

2. *Reimbursable expenditures:*

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F: Form of Bank Guarantee for Advance Payments (NOT APPLICABLE)

(Reference SC Clause 6.4 of Contract)